

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

FFP

Contractor shall provide all necessary labor, materials and equipment to Fabricate and install new metal stairs for four (4) each roof mounted enclosures in accordance with attached statement of work.

WAGE DETERMINATION NO: VA080079 08/15/2008 VA79 IS HEREBY INCORPORATED.

FOB: Destination

MILSTRIP: W802Y982401501

PURCHASE REQUEST NUMBER: W802Y982401501

NET AMT

BUILDING NO. 2596 SPO BUILDING
FABRICATE AND INSTALL NEW METAL STAIRS FOR FOUR (4) EACH ROOF MOUNTED ENCLOSURES

A.1. The Contractor shall provide **all** supervision, material, labor and equipment to fabricate and install new metal stairs for four (4) each roof mounted enclosures building 2596. The contractor shall fabricate, furnish and or install **all** miscellaneous materials and equipment needed for this project (**this project is considered turnkey – all inclusive**). The project location is the SPO Building #2596 Humphreys Engineer Center 7701 Telegraph Road, Alexandria, VA 22315.

A.2. The Contractor shall fabricate and install new metal stairs for four (4) each roof mounted enclosures building 2596.

A.2.1. The new stair height from the roof deck will vary from 50" to 55". The width of all stairs will be 24" wide with 2 ½" pipe hand rail welded, all hand rails must be welded to the right side of each stairway (Right side as you face the unit). The stair units must have wide solid metal plates welded to any member which may come in contact with the roof deck and must have heavy mil rubber pads on roof deck directly under the metal plates. All stairs must be attached to the each enclosure, weld unit directly to the existing "I" beams as required to ensure a secure attachment. Stairs to be fabricated as follows i.e. Treads to be fabricated using open grate type metal typically used for overhead cat walks etc with open risers to eliminated potential for slipping during bad weather conditions, stringers to be fabricated using some type of heavy gauge "U" channel or equal. All Riser heights must meet current code requirements.

A.2.2. Prime and paint all new metal and attachment points etc. Paint and Primer must be approved for metal application and exterior use. Finish color to be gray

B.1. The Contractor shall install materials IAW EM 385-1-1, US Army Corps of Engineers Safety and Health Requirements Manual, National Electric Code (NEC) and, 28 CFR Part 36 and Public Law 101-336 – Americans with Disabilities Act (ADA).

B.2. The Contractor shall furnish the government a **warranty** for a minimum of one year for parts and service (at no additional cost to the government), including all labor and service calls if needed.

B.3. The contractor shall not leave any areas in an unsafe manner and shall remove debris from the complex on a daily basis. All work shall be performed during normal duty hours, 0700 to 1530 daily

B.4. The Contractor shall verify measurements and site conditions. The Contractor shall provide submittals (and be approved by the POC) for all equipment and materials prior to purchase.

B.5. Any Government property damaged by contractor shall be repaired to a condition acceptable to the Government at no additional cost to the Government.

B.6. The contractor must obtain a burn permit from the Fort Belvoir Fire Department Inspection Branch prior to any welding on site. Phone #703 805-2091

B.7. Safety equipment shall be worn at all times.

B.8. All work shall be done in a professional workman like manner.

B.9. All material used for this project shall be new, and any requests to use equivalent parts and materials must be made and approved by the POC **prior** to purchase/installation of materials.

B.10. The Project shall not be accepted until 100% complete and operational to the satisfaction of the POC (James Groves).

END OF STATEMENT OF WORK

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	28-NOV-2008	1	HECSA - MAINT & TRANS BR JAMES GROVES HUMPHREYS ENG CTR SPT ACT 7701 TELEGRAPH ALEXANDRIA VA 22315-3860 703-428-9172 FOB: Destination	W270F00

CLAUSES INCORPORATED BY REFERENCE

52.222-6	Davis Bacon Act	JUL 2005
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.243-1	Changes--Fixed Price	AUG 1987
52.247-34	F.O.B. Destination	NOV 1991
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (MAR 2007).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$30,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212) (Applies to contracts over \$100,000).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Site Visit will be held on Tuesday, September 9, 2008 between the hours of 0800 – 1030 only. Please provide at least 2 days notice to Nancy Hilleary, 703-428-6120 or E-mail: Nancy.L.Hilleary@usace.army.mil the following: full name of all visitors, company name and social security number. All personnel must be US Citizens and escorted at all times, no exceptions.

(End of provision)

Section G - Contract Administration Data

General Decision Number: VA080079 08/15/2008 VA79

Superseded General Decision Number: VA20070079

State: Virginia

Construction Type: Building

Counties: Fairfax and Falls Church* Counties in Virginia.

*INDEPENDENT CITY

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	04/18/2008
2	05/02/2008
3	05/16/2008
4	05/30/2008
5	07/04/2008
6	07/18/2008
7	08/15/2008

ASBE0024-001 10/01/2007

Rates	Fringes
Asbestos Worker/Heat and Frost Insulator	
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....\$ 27.88	
	13.88

ASBE0024-002 10/01/2007

Rates	Fringes
HAZARDOUS MATERIAL HANDLER	
Includes preparation, wetting, stripping,	

removal, scrapping,
vacuuming, bagging and
disposing of all
insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....\$ 17.95 6.50

ASBE0024-005 10/01/2007

Rates Fringes

Fire Stop Technician.....\$ 22.95 6.39

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

CARP0132-007 05/01/2008

Rates Fringes

Carpenters (Including
Acoustical Ceiling
Installation, Batt Insulation
and Form Setting).....\$ 25.37 6.55
Piledriver.....\$ 23.87 7.10

ELEC0026-003 09/03/2007

Rates Fringes

Communication Technician.....\$ 23.15 3%+6.87

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install

raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEC0026-014 02/05/2007

	Rates	Fringes
Lightning Protection Technician.....	\$ 22.50	6.80+3%

ELEC0026-015 06/04/2007

	Rates	Fringes
Electricians (Excluding Communication Low Voltage Wiring and Lightning Protection Wiring).....	\$ 33.45	11.35+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

ENGI0077-010 05/01/2008

	Rates	Fringes
Power equipment operators: Cranes, 35 tons and above; Concrete Boom Pump.....	\$ 28.74	7.17+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

IRON0005-001 06/01/2008

	Rates	Fringes
Ironworkers: Structural, Ornamental and Chain Link Fence.....	\$ 27.83	12.595

IRON0201-001 05/01/2008

	Rates	Fringes
Ironworkers: Reinforcing.....	\$ 26.15	12.08

PAIN0051-004 06/01/2008

	Rates	Fringes
Glaziers		
Contracts \$2 million and under.....	\$ 25.12	7.46
Contracts over \$2 million...	\$ 27.84	7.46

PAIN0051-010 06/01/2008

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.31	7.56

PLAS0891-003 05/01/2007

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 26.15	6.01

* PLUM0005-004 08/01/2008

	Rates	Fringes
Plumbers		
Apartment Buildings over 4 stories (except hotels). schools, colleges and speculative office buiidings, strip shopping centers. churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commercial refrigeration and/or airconditioning; systems serving a single business in a single story building and not to exceed 5 h.p. or tons, self-contained package unit up to and including 5 h.p. or tons.....	\$ 22.31	8.61+a
ALL Other Work.....	\$ 36.24	13.37+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-006 11/01/2007

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 33.27	13.57+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and the day after Thanksgiving Day and Christmas Day.

SFVA0669-001 04/01/2008

	Rates	Fringes
Sprinkler Fitters.....	\$ 29.35	14.30

SHEE0100-002 07/01/2008

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 33.04	12.12

SUVA2000-004 05/12/2000

	Rates	Fringes
Bricklayer.....	\$ 18.00	
Laborers:		
Mason Tenders, Brick.....	\$ 10.22	
Unskilled.....	\$ 10.22	
Power equipment operators:		
Backhoes.....	\$ 16.00	
Roofers.....	\$ 16.43	1.63
Truck Driver, Dump.....	\$ 12.50	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION